

# OWNER-CONTRACTOR AGREEMENT

Commonwealth of Massachusetts  
Department of Housing and Community Development

This agreement made the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between \_\_\_\_\_ **Housing Authority** hereinafter called the "Owner", and \_\_\_\_\_ hereinafter called the "Contractor"  
Name of Contractor

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

**Article 1. Scope of Work:** The Contractor shall perform all Work required by the Contract Documents for \_\_\_\_\_ referred to in the Contract Documents prepared by \_\_\_\_\_

Description of Project

acting as and referred to as the "Architect"

Architect/Engineer

**Article 2. Time of Completion:** The Contractor shall commence work under this Contract on the date specified in the written Notice to Proceed" and shall bring the Work to Substantial Completion within \_\_\_\_\_ calendar days of said date  
Days

Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

**Article 3. Contract Sum:** The Owner shall pay the Contractor, in current funds, for the performance of the Work,

Dollars \$

Contract Amount in Words

Contract Amount in Dollars

The Contract Sum is divided as follows:

**Item 1:** The Work of the Contractor, being all Work other than that covered by Item 2 \$ \_\_\_\_\_

**Item 2:** Subcontractors as follows

Section - Trade	Subcontractor	Amount
1		\$ _____
2		\$ _____
3		\$ _____
4		\$ _____
5		\$ _____
6		\$ _____
7		\$ _____
8		\$ _____
9		\$ _____
10		\$ _____
Total for Item 2		\$ _____

**Article 4. The Contract Documents:** The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, DHCD publication known as the Construction Handbook, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**Article 5. Alternates:** The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: **Alternate No(s):** \_\_\_\_ and \_\_\_\_.

**Article 6. REAP Certification:** Pursuant to G.L. c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Article 7. Worker Documentation Certification:** In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

**Article 8. Conflict of Interest:** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority

**Article 9. Validation:** This Contract will not be valid until signed by the Undersecretary of the Massachusetts Department of Housing and Community Development.

*In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.*

**<sup>1</sup> CONTRACTOR**

**<sup>2</sup> AWARDING AUTHORITY**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Housing Authority

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Signature and Seal

\_\_\_\_\_  
Title

Witness \_\_\_\_\_

Attest:

<sup>1</sup> If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

<sup>2</sup> If signed by someone other than a Housing Authority Board member attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

**DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT**

In accordance with M.G.L. 121B, and Revisions thereto.

\_\_\_\_\_  
Undersecretary

\_\_\_\_\_  
Date